



Order Filed on October 21, 2019
by Clerk
U.S. Bankruptcy Court
District of New Jersey

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY
Caption in Compliance with D.N.J. LBR 9004-1

LOWENSTEIN SANDLER LLP

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*Counsel to the Debtor and
Debtor-in-Possession*

In re:

HOLLISTER CONSTRUCTION SERVICES, LLC,¹

Debtor.

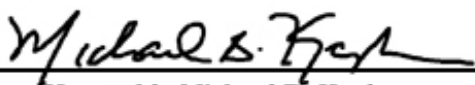
Chapter 11

Case No. 19-27439 (MBK)

**ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF THE
PARKLAND GROUP, INC. AS FINANCIAL ADVISOR TO THE DEBTOR
EFFECTIVE AS OF THE PETITION DATE**

The relief set forth on the following pages, numbered two (2) through and including five (5), is hereby **ORDERED**.

DATED: October 21, 2019


Honorable Michael B. Kaplan
United States Bankruptcy Judge

¹ The Debtor in this chapter 11 case and the last four digits of its taxpayer identification number is: Hollister Construction Services, LLC (5404).

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Debtor: Hollister Construction Services, LLC

Case No.: 19-27439 (MBK)

Caption: Order Authorizing Retention and Employment of The Parkland Group, Inc. as
Financial Advisor to the Debtor as of the Petition Date

Upon consideration of the application (the “Application”)¹ of the above-captioned debtor and debtor-in-possession (the “Debtor”) for entry of an order authorizing the retention and employment of The Parkland Group, Inc. (“Parkland”) as financial advisor to the Debtor in this Chapter 11 Case pursuant to sections 327, 330 and 331 of the Bankruptcy Code, effective as of the Petition Date; and upon the Declaration of Larry Goddard (the “Goddard Declaration”), chief executive officer at Parkland, submitted in support of the Application and as more fully described in the Application; and the Court being satisfied, based on the representations made in the Application that (i) Parkland has no connection with the Debtor, its creditors, any other party in interest, their current respective attorneys or professionals, the United States Trustee or any person employed in the Office of the United States Trustee, and does not represent any entity having an adverse interest to the Debtor in connection with the Debtor’s Chapter 11 Case, except as set forth in the Goddard Declaration; (ii) Parkland is a “disinterested person” as that phrase is defined in section 101(14) of the Bankruptcy Code, (iii) neither Parkland nor its professionals have any connection with the Debtor, its creditors or any other party in interest; and (iv) Parkland’s employment is necessary and in the best interest of the Debtor; and the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered on July 23, 1984, and amended on September 18, 2012 (Simandle, C.J.); and venue being proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and notice of the Application being sufficient under the circumstances; and it appearing that no other or further notice need be provided; and after due deliberation and sufficient cause appearing therefor;

¹ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Application.

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Debtor: Hollister Construction Services, LLC

Case No.: 19-27439 (MBK)

Caption: Order Authorizing Retention and Employment of The Parkland Group, Inc. as
Financial Advisor to the Debtor as of the Petition Date

IT IS HEREBY ORDERED THAT:

1. The Application is **GRANTED** to the extent set forth below.
2. The Debtor is authorized to retain Parkland, effective as of the Petition Date through and including October 18, 2019 (except for Parkland's time spent preparing and filing its first and final fee application and attending any hearing on such application), under the terms and conditions set forth in the Engagement Agreement, and to compensate and reimburse Parkland on the terms and in the manner specified in the Engagement Agreement and the Application.
3. Parkland shall file a fee application for final allowance of compensation and reimbursement of expenses pursuant to the procedures set forth in sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the New Jersey Local Bankruptcy Rules, the guidelines for the U.S. Trustee and any applicable orders of this Court. Compensation and reimbursement of expenses shall only be paid to Parkland following approval of a final fee application or by such other procedures approved by the Court. Parkland's fees and expenses shall be subject to review pursuant to the standards set forth in sections 330 and 331 of the Bankruptcy Code.
4. The indemnification provisions in the Engagement Agreement are approved, subject to the following modifications, applicable during the pendency of this Chapter 11 Case:
 - a. Parkland shall not be entitled to indemnification, contribution or reimbursement pursuant to the Engagement Agreement, unless the indemnification, contribution or reimbursement is approved by the Court.
 - b. Notwithstanding any provision of the Engagement Agreement to the contrary, the Debtor shall have no obligation to indemnify Parkland, or provide contribution or reimbursement to Parkland, for any claim or expense that is either: (i) judicially determined

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Debtor: Hollister Construction Services, LLC

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Financial Advisor to the Debtor as of the Petition Date

(the determination having become final) to have arisen from Parkland's gross negligence, fraud, breach of fiduciary duty, willful misconduct, bad faith or self-dealing to which the Debtor have not consented; (ii) for a contractual dispute in which the Debtor allege breach of Parkland's obligations to maintain the confidentiality of non-public information, unless the Court determines that indemnification, contribution or reimbursement would be permissible pursuant to *In re United Artists Theatre Co.*, 315 F.3d 217 (3d Cir. 2003); or (iii) settled prior to a judicial determination as to Parkland's gross negligence, willful misconduct, bad faith or uncontested self-dealing but determined by this Court, after notice and a hearing, to be a claim or expense for which Parkland should not receive indemnity, contribution or reimbursement under the terms of the Engagement Agreement, as modified by this Order.

- c. If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in this Case (that order having become a final order no longer subject to appeal) and (ii) the entry of an order closing this Chapter 11 Case, Parkland believes that it is entitled to the payment of any amounts by the Debtor on account of the Debtor's indemnification, contribution and/or reimbursement obligations under the Engagement Agreement (as modified by this Order), including, without limitation, the advancement of defense costs, Parkland must file an application therefor in this Court, and the Debtor may not pay any such amounts to Parkland before the entry of an order by this Court approving the payment. This subparagraph (c) is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by Parkland for indemnification, contribution and/or reimbursement, and not a provision limiting the duration of the Debtor's obligation to indemnify, or make contributions or reimbursements to Parkland. All parties in interest shall retain the right to object to any demand by Parkland for indemnification, contribution and/or reimbursement.
- d. Any limitations on any amounts to be contributed by the parties to the Engagement Agreement shall be eliminated.

8. The Debtor is authorized to take all actions necessary to effectuate the relief granted pursuant to this Order.

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Debtor: Hollister Construction Services, LLC

Case No.: 19-27439 (MBK)

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Financial Advisor to the Debtor as of the Petition Date

9. Notwithstanding paragraph 8 of the Engagement Agreement, this Court shall retain exclusive jurisdiction to hear and decide any and all disputes related to or arising from the implementation, interpretation and enforcement of this Order.

10. To the extent that this Order is inconsistent with the Engagement Agreement, the Application, or the Declaration with respect to the terms and conditions of the retention and employment of Parkland by the Debtor in this Chapter 11 Case, the terms of this Order shall govern.

11. Nothing in this Order shall: (a) alter, impede, impair, amend, modify, waive or impact (i) the terms and/or conditions of any of the PNC Credit Documents or any of PNC's or the Debtor's rights, obligations and/or claims thereunder, or (ii) the Reservation of Rights contained in the Limited Objection filed by PNC at Docket Number 206 in response to the Application; and (b) be deemed or construed as a determination regarding the use of PNC's cash collateral to pay any subsequently allowed fees and expenses.

In re:
Hollister Construction Services, LLC
Debtor

Case No. 19-27439-MBK
Chapter 11

CERTIFICATE OF NOTICE

District/off: 0312-3

User: admin
Form ID: pdf903

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Total Noticed: 1

Date Rcvd: Oct 21, 2019

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Oct 23, 2019.

db +Hollister Construction Services, LLC, 339 Jefferson Road, Parsippany, NJ 07054-3707

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
NONE. TOTAL: 0

***** BYPASSED RECIPIENTS *****

NONE.

TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Oct 23, 2019

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on October 21, 2019 at the address(es) listed below:

Adrienne C Rogove on behalf of Creditor 640 Columbia Owner LLC rogove@blankrome.com
 Alan J. Brody on behalf of Creditor EWA Moonachie 77, LLC brody@gtlaw.com,
 NJLitDock@gtlaw.com
 Albert A. Ciardi, III on behalf of Interested Party Pentel Drywall, Inc.
 aciardi@ciardilaw.com,
 sfrizlen@ciardilaw.com; dtorres@ciardilaw.com; jcranston@ciardilaw.com; aaecf-pa@ciardilaw.com
 Albert A. Ciardi, III on behalf of Interested Party Delcon Builders, Inc.
 aciardi@ciardilaw.com,
 sfrizlen@ciardilaw.com; dtorres@ciardilaw.com; jcranston@ciardilaw.com; aaecf-pa@ciardilaw.com
 Alex A Pisarevsky on behalf of Creditor Pereira Electrical Contracting, Inc. ap@njlawfirm.com
 Allen J Barkin on behalf of Creditor Drobach Equipment Rental Co. abarkin@sbmesq.com,
 sandyr@sbmesq.com
 Andrea Dobin on behalf of Creditor Committee Official Committee of Unsecured Creditors
 adobin@msbnj.com
 Andrew J. Kelly on behalf of Creditor Schnell Contracting Systems, LLC akelly@kbtlaw.com,
 wsheridan@kbtlaw.com; cyaccarinoesq@me.com; saudino@kbtlaw.com; mgifford@kbtlaw.com; kgaldieri@kbtlaw.com; tgraga@kbtlaw.com
 Andrew R. Macklin on behalf of Creditor Pereira Electrical Contracting, Inc. arm@njlawfirm.com
 Angelo Anthony Stio, III on behalf of Interested Party 10 Minerva Place, L.P. and 10 Minerva Place Housing Development Fund Corporation stioa@pepperlaw.com
 Angelo Anthony Stio, III on behalf of Interested Party 5 Bay Street Phase 1 LLC, 5 Bay Street Phase 1 Sponsor Member Inc. and 5 Bay Street Phase 3 LLC stioa@pepperlaw.com
 Anthony Sodono, III on behalf of Creditor Committee Official Committee of Unsecured Creditors asodono@msbnj.com
 Anthony M. Rainone on behalf of Creditor Industrial Maintenance Industries arainone@bracheichler.com, cbudris@bracheichler.com; palonso@bracheichler.com
 Arielle Adler on behalf of Debtor Hollister Construction Services, LLC aadler@lowenstein.com,
 elawler@lowenstein.com; jkimble@lowenstein.com
 Benjamin A. Stanziale, Jr. on behalf of Creditor Life Town Inc. ben@stanzialelaw.com
 Brett Berman on behalf of Creditor Joffe Lumber & Supply Co., Inc. bberman@foxrothschild.com
 Brian Gregory Hannon on behalf of Creditor Imperial Floors, LLC bhannon@norgaardfirm.com,
 sferreira@norgaardfirm.com; 184grandno@gmail.com; kcimmino@norgaardfirm.com
 Brian R Tipton on behalf of Creditor State Line Construction Company, Inc.
 btipton@fplsflawfirm.com
 Bryce Wallace Newell on behalf of Creditor LEG Acquisition LLC bnewell@rosenberggestis.com
 Carl J. Soranno on behalf of Creditor Air Group, LLC csoranno@bracheichler.com,
 dfamula@bracheichler.com; jpmartin@bracheichler.com
 Charles R Cohen on behalf of Creditor Pereira Electrical Contracting, Inc. crc@njlawfirm.com
 Christopher M. Santomassimo on behalf of Creditor Dancker csantomassimo@ndslaw.com
 Daniel Stolz on behalf of Creditor 147 Bloomfield Ave J.V. LLC dstolz@wjslaw.com,
 dstolz@ecf.inforuptcy.com; msousa@wjslaw.com; btorres@ecf.inforuptcy.com

District/off: 0312-3

User: admin
Form ID: pdf903

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Total Noticed: 1

Date Rcvd: Oct 21, 2019

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system (continued)

Danielle Cohen on behalf of Creditor Orion Interiors, Inc. dcohen@tesseractcohen.com, ddelucia@tesseractcohen.com
Danielle Cohen on behalf of Creditor Global Development Contractors, LLC dcohen@tesseractcohen.com, ddelucia@tesseractcohen.com
Danielle Cohen on behalf of Creditor National Fireproofing & Insulation Co., Inc. dcohen@tesseractcohen.com, ddelucia@tesseractcohen.com
Danielle Cohen on behalf of Creditor Herc Rentals, Inc. dcohen@tesseractcohen.com, ddelucia@tesseractcohen.com
Danielle Cohen on behalf of Creditor MDS Construction dcohen@tesseractcohen.com, ddelucia@tesseractcohen.com
Danielle Cohen on behalf of Creditor Samph Contracting, LLC dcohen@tesseractcohen.com, ddelucia@tesseractcohen.com
David E. Sklar on behalf of Creditor Atlantic Engineering Laboratories of NY, Inc. dsklar@scuramealey.com, ecfbkfilings@scuramealey.com;mmack@scura.com;lrichard@scura.com;lleon@scura.com
David E. Sklar on behalf of Creditor All Brands Elevator Industries, Inc. dsklar@scuramealey.com, ecfbkfilings@scuramealey.com;mmack@scura.com;lrichard@scura.com;lleon@scura.com
David H. Stein on behalf of Creditor CTC Academy dstein@wilentz.com, ciarkowski@wilentz.com
David L. Bruck on behalf of Creditor Nomad Framing, LLC bankruptcy@greenbaumlaw.com
Donna L. Thompson on behalf of Creditor Prendimano Electrical Maintenance Co. t/a PEMCO donna.thompson@dlthompsonlaw.com, dlthompsonlaw@aol.com
Edmund Campbell on behalf of Creditor Glass Systems Tech, LLC aweisenberger@campbellroccolaw.com
Felice R. Yudkin on behalf of Interested Party Newkirk Realty LLC fyudkin@coleschotz.com, fpisano@coleschotz.com
Grant Cornehl on behalf of Creditor Nickerson Corporation gcornehl@wbny.com, lschindler@wbny.com
Greg Trif on behalf of Creditor Sparwick Contracting, Inc. gtrif@triflaw.com, gtrif@triflaw.com
Greg Trif on behalf of Creditor KR Masonry LLC gtrif@triflaw.com, gtrif@triflaw.com
Greg Trif on behalf of Creditor Jordano Electric Inc. gtrif@triflaw.com, gtrif@triflaw.com
Ilana Volkov on behalf of Creditor Kone Inc. ivolkov@mcgrailbensinger.com, fpisano@coleschotz.com;ssallie@coleschotz.com
Jacob Frumkin on behalf of Interested Party Grand Maujer Development, LLC jfrumkin@coleschotz.com
James C. Deza, III on behalf of Creditor Antonio Zarfino gerald@dezaolaw.com
James C. Deza, III on behalf of Creditor Mayer Weberman gerald@dezaolaw.com
Jason C Manfrey on behalf of Creditor Joffe Lumber & Supply Co., Inc. jmanfrey@foxrothschild.com, jdistanislao@foxrothschild.com;rsolomon@foxrothschild.com;brian-oneill-fox-5537@ecf.pacerpro.com
Jay L. Lubetkin on behalf of Interested Party Kieran Flanagan jlubetkin@rltlawfirm.com, rgaydos@rltlawfirm.com
Jay L. Lubetkin on behalf of Interested Party Christopher Johnson jlubetkin@rltlawfirm.com, rgaydos@rltlawfirm.com
Jeffrey J. Rea on behalf of Creditor City Contracting, Inc. jeffrea@aol.com
Jeffrey J. Rea on behalf of Creditor Lienor City Contracting, Inc. jeffrea@aol.com
Jeffrey W. Herrmann on behalf of Creditor Pereira Electrical Contracting, Inc. jwh@njlawfirm.com, ap@njlawfirm.com;md@njlawfirm.com;r57289@notify.bestcase.com
John O'Boyle on behalf of Creditor Imperial Floors, LLC joboyle@norgaardfirm.com, sferreira@norgaardfirm.com;l84grandno@gmail.com;kcimmino@norgaardfirm.com
Josef W. Mintz on behalf of Creditor 640 Columbia Owner LLC mintz@blankrome.com, ecf-fe4957a0ba6a@ecf.pacerpro.com
Joseph H. Lemkin on behalf of Creditor Conewago Enterprises, Inc. jlemkin@stark-stark.com
Joseph H. Lemkin on behalf of Creditor High Concrete Group, LLC jlemkin@stark-stark.com
Joseph L. Schwartz on behalf of Creditor Newark Warehouse Urban Renewal, LLC jschwartz@riker.com
Joseph L. Schwartz on behalf of Creditor Edison Construction Management jschwartz@riker.com
Joseph L. Schwartz on behalf of Creditor Newark Warehouse Redevelopment Company jschwartz@riker.com
Joshua A. Zielinski on behalf of Creditor DeSesa Engineering Company, Inc. jzielinski@oslaw.com, clupi@mdmc-law.com
Joshua H. Raymond on behalf of Creditor Committee Official Committee of Unsecured Creditors jraymond@msbnj.com
Karen M Murray on behalf of Interested Party P3 Metals, LLC kmurray@murraynjlaw.com, kdilks@cvmlawoffices.com
Karen M Murray on behalf of Interested Party P. Tamburri Steel kmurray@murraynjlaw.com, kdilks@cvmlawoffices.com
Kenneth A. Rosen on behalf of Plaintiff Hollister Construction Services, LLC krosen@lowenstein.com, dclausen@lowenstein.com
Kenneth A. Rosen on behalf of Debtor Hollister Construction Services, LLC krosen@lowenstein.com, dclausen@lowenstein.com
Larry L. Miller on behalf of Creditor L&W Supply Corporation llmlaw@outlook.com
Lauren Bielskie on behalf of U.S. Trustee U.S. Trustee lauren.bielskie@usdoj.gov
Laurence D. Pittinsky on behalf of Attorney Boyd Mechanical, LLC larry@rpilplaw.com
Marc D. Miceli on behalf of Interested Party R. Cipollini, Inc. t/a Cipollini Roofing mmiceli@sm-lawpc.com, lindsay@sm-lawpc.com

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The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system (continued)

Marguerite Schaffer on behalf of Creditor c/o Marguerite M. Unique Scaffolding Systems, LLC
mschaffer@shainlaw.com
Mark E. Felger on behalf of Interested Party Ricoh USA, Inc. mfelger@cozen.com,
sshidner@cozen.com
Martin P. Skolnick on behalf of Creditor Archmills LLC d/b/a ArchMills Doors and Hardware
mskolnick@gmail.com
Martin P. Skolnick on behalf of Creditor Stateline Fabricators, LLC mskolnick@gmail.com
Meredith I. Friedman on behalf of Creditor CTC Academy mfriedman@wilentz.com,
ciarkowski@wilentz.com
Michael Kahme on behalf of Creditor Accordia Harrison Urban Renewal, LLC
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Michael Stafford on behalf of Creditor Anvil Craft Corp. mjstafford@nordlaw.legal,
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mshavel@hillwallack.com
Michael R. Herz on behalf of Creditor Troon Electric of New Jersey LLC
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Mitchell Malzberg on behalf of Creditor Vector Structural Preservation Corp.
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Seth Ptasiwicz on behalf of Creditor New Jersey Building Laborers Statewide Benefit Funds
(the "Funds") sptasiwicz@krollfirm.com
Sommer Leigh Ross on behalf of Creditor PNC Bank, National Association sloss@duanemorris.com,
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Stephanie L. Jonaitis on behalf of Interested Party 10 Minerva Place, L.P. and 10 Minerva
Place Housing Development Fund Corporation jonaitis@pepperlaw.com,
balaa@pepperlaw.com;molitorm@pepperlaw.com
Stephanie L. Jonaitis on behalf of Interested Party 5 Bay Street Phase 1 LLC, 5 Bay Street
Phase 1 Sponsor Member Inc. and 5 Bay Street Phase 3 LLC jonaitis@pepperlaw.com,
balaa@pepperlaw.com;molitorm@pepperlaw.com
Stephen V. Falanga on behalf of Interested Party Fairleigh Dickinson University
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Stephen V. Falanga on behalf of Creditor Schindler Elevator Corporation
sfalanga@thewalshfirm.com, chemrick@thewalshfirm.com;mvargas@thewalshfirm.com
Steven B Smith on behalf of Interested Party CS Utica & Remsen LLC ssmith@herrick.com
Stuart M. Brown on behalf of Interested Party Waypoint Hackensack Urban Renewal Owner LLC
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Sydney J. Darling on behalf of Interested Party Fairleigh Dickinson University
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mvargas@walsh.law
Tara J. Schellhorn on behalf of Creditor Newark Warehouse Redevelopment Company
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Tara J. Schellhorn on behalf of Creditor Newark Warehouse Urban Renewal, LLC
tschellhorn@riker.com
U.S. Trustee USTPRegion03.NE.ECF@usdoj.gov
William G. Wright on behalf of Creditor Graybar Electric Company, Inc. wwright@capehart.com,
jlafferty@capehart.com
Yale A. Leber on behalf of Interested Party RH 537 Building Owner LLC yale.leber@rivkin.com
TOTAL: 105